

CITY OF SAN ANTONIO

I. TERMS AND CONDITIONS OF INVITATION FOR BIDS READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or

2. The bid does not strictly conform to law or the requirements of the bid;
 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.

- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible” or “prompt” may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier’s check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director’s sole

discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

(A) VENDOR, IF SELECTED, COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY

SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

- (B) IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **will be submitted within 10 days upon request.** The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter “IFB”). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

II. SPECIAL TERMS AND CONDITIONS FOR SUBMISSION AND EVALUATION OF BIDS

Where the subsequent sections (Sections II, III and IV) of this Invitation For Bid (“IFB”) conflict with Section I Terms And Conditions Of Invitations For Bids, Sections II, III and IV shall be controlling.

A. TERMS PERTAINING TO SUBMISSION OF BIDS

1. BACKGROUND: San Antonio, Texas is the nation’s ninth largest city with a population of 1,144,686 (U.S. Census Bureau, 2000). The City of San Antonio was the first Texas Municipality to establish an Office on Aging (later renamed the Elderly and Disabled Services Division within the City’s Department of Community Initiatives) devoted entirely to serve the needs of the elderly. The City's Comprehensive Nutrition Project (CNP) was established in 1973, as an integral part of the Department of Community Initiatives’ Elderly and Disabled Services Division’s continuum of services for San Antonio seniors. For 30 years, the CNP has served as a community forum for seniors to gather, socialize and interact. It offers a wide variety of supportive services designed to promote active civic involvement and overall health of program participants.

Since its inception, the CNP has grown from 11 neighborhood senior nutrition centers to 71 senior nutrition centers located throughout the City and County. The project, operated within the City's Department of Community Initiatives, provides seniors, age 60 years and older who reside in San Antonio and Bexar County, with much more than just a nutritious, hot meal. The project provides a conducive environment, which aids in the prevention of isolation among seniors, encourages community involvement, improves health through better nutrition and medical screenings, and maintains their independence and self-sufficiency. The Comprehensive Nutrition Project's goal is to nourish the whole person by providing, community agency information and referrals and other supportive services, and engaging seniors in diverse socialization and recreation activities of their choosing in congregate settings. The CNP also provides meals to homebound seniors who have limited mobility that impairs their capacity to cook for themselves or travel to a senior nutrition center. Homebound seniors are also provided with nutrition education and links to other social and rehabilitative services in order to prevent early institutionalization.

2. PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 a.m. on **Wednesday, November 17, 2004** in the Department of Purchasing and General Services Conference Room at 131 W. Nueva, San Antonio, TX 78205. Pre-bid conference is NOT mandatory but offers potential bidders the best opportunity to obtain information and ask questions about this Invitation for Bids.

3. BOND:

- a. BID BOND: Bidders shall provide a bid bond executed by a surety acceptable to the City who is licensed pursuant to the Texas Insurance Code in the amount of 5% of the proposed contract price along with the bid.

To determine the total contract price for purposes of the Bid Bond use the formula below:

261 serving days X multiplied by 4000 meals per day using the price bid per meal for the 4000 – 4099 category for Year One of the Contract = Total Contract Price.

- b. PERFORMANCE BOND: Successful Bidder shall provide, **within ten days from request**, a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the amount of \$650,000.00. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal’s default. Said bond shall further guarantee the principal’s performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety.

4. **QUANTITIES:** Quantities of bulk and prepackaged meals are estimates only and may be increased or decreased, as required. Evaluation of bids will be based on quantities shown.
5. **AWARD OF CONTRACT:** The contract will be awarded, in whole, to ONLY ONE bidder whose bid, conforming to the Invitation for Bids, provides the best value to the City. Best value will be determined by examining bidders' History, Past Performance, and Quality of Services; Experience in providing services of the type and to the extent required; Qualifications of Key Personnel; Site Visitation and Pricing. **Additionally, the City reserves the right to make no award and continue with its existing contract for meal preparation services.**
6. **FIRM OFFER:** Bids shall be held firm for not less than one year from the date of bid opening. In the event that the Successful Bidder cannot fulfill the terms of the contract, at any time during the contract term, the City reserves the right to accept an offer from another bidder utilizing this Invitation for Bids. Any new contract awarded as a result of this procurement will be subject to City Council approval, and will be for remainder of the unexpired term of the originally awarded contract.
7. **REQUIRED DOCUMENTS:**

The following is a list of documents and documentation that must be included in the Bid Package. Failure to submit any of the required documents or documentation may result in the bid being deemed non-responsive and thereby disqualified from consideration.

Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document. **NOTE: BIDDERS MUST SIGN AND SUBMIT THIS ENTIRE INVITATION FOR BID, IN ADDITION TO THE REQUIRED DOCUMENTS LISTED BELOW.**

- Item 1. Checklist of Required Documents
- Item 2. Experience of Company
- Item 3. Operational References
- Item 4. Financial Stability
- Item 5. Proposed Operating Plan
- Item 6. Proposed Quality Assurance Plan
- Item 7. Site Visitation Information (Vehicles, Staffing, Equipment, Facilities)
- Item 8. Qualifications of Key Personnel
- Item 9. Taste Test Information
- Item 10. Price Schedule
- Item 11. SBEDA Form 117C - Good Faith Effort Plan
- Item 12. Statement Related to Performance Bond Requirement & Bid Bond
- Item 13. City of San Antonio Discretionary Contracts Disclosure
- Item 14. Litigation Disclosure

B. EVALUATION OF BIDS

1. QUALIFICATIONS.

a. **PREFERRED BIDDER QUALIFICATIONS:** Bidders should provide clear and incontrovertible evidence that demonstrates bidder's ability to provide a minimum of three thousand (3000) meals daily, for five days per week, over a six (6) month period. This evidence should include a history of previous contracts over the last five years where this minimum level of service has been provided.

b. While the City will not preclude any firm from submitting a bid where this minimum level of delivery has not been provided, the ability to serve a minimum of 3,000 meals daily will be an integral and significant part of the

evaluation. Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed. This includes describing, in sufficient detail, "how" the Scope of Work/Project Requirement specifications shall be fulfilled and minimum quality measures attained. Additionally, preference will be given to bidders that have a history of preparing daily senior meals through funding from the Older Americans Act of 1965, as amended, and its regulations; U.S. Department of Health and Human Services regulations on Administration of Grants: Title 45 CFR, Part 74; Title 45 CFR, Part 92; Title 45 CFR Part 1321, et seq.; and Title 45 CFR, Part 91.

c. Bidders' facilities and equipment will be a factor in making the bid award. All bidders' facilities and equipment may be subject to inspection to determine capability and capacity to provide required services. Bidders with facilities and equipment not readily available should submit documents, such as blueprints, building plans, equipment lists, etc. to demonstrate capacity and capability for providing required services. The City reserves the right to make physical inspections to contractor's facilities any time during the contract period.

2. EVALUATION CRITERIA AND EVALUATION PROCESS

a. Best Value: The City of San Antonio will award the contract to the bidder that represents the "best value" to the City, price and other factors considered. In determining the "best value," the Evaluation Criteria listed below will be considered and weighted as shown.

b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which bid(s) offers the "best value" to the City of San Antonio.

Scoring

Experience & Financial Stability of Company	10 points
Quality of Food and Services and Capability	25 points
Pricing	20 points
SBEDA	20 points
Site Visitation (Vehicles, Staffing, Equipment, Facilities)	15 points
*Quality Taste Test	10 points

***Quality Taste Test will only be required for short list bidders.**

Experience includes:

- Length of time bidder has performed project(s) of similar size and scope
- Bidder's financial statements
- Length of time the vendor has been in business to determine stability

Quality of Food and Services includes:

- Quality of Food and Services through a review of bidder's supportive materials demonstrating ability to meet minimum food quality specifications outlined in Scope of Work/Project Requirements and operational references that will be surveyed to determine quality of services provided through similar contracts.
- Past Performance: how the bidder has performed this type of service in the past through a review of contacts and operational references provide information on bidder's ability to operate the type and scope of services proposed
- The Proposed Operating Plan
- Number of meals prepared daily and experience in preparing/delivering those meals
- Number of senior meals the bidder has prepared on a daily basis
- Number of bulk meals the bidder has prepared/delivered on a daily basis

- Number of prepackaged meals the bidder has prepared/delivered on a daily basis
- Number of frozen meals the bidder has prepared/delivered on a daily basis
- Qualifications of Key Personnel including Culinary and Dietary Staff
- The Proposed Quality Assurance Plan

Pricing: This section will be evaluated based on a selected price per meal for the different ranges. The bidder with the lowest price per meal will receive the maximum points available – 20 points. All other bidders will be scored utilizing a sliding scale based on the low bid with each \$0.01 increase in price resulting in a 0.5 decrease in score.

Pricing is an important factor in the Comprehensive Nutrition Project. The City plans to serve 1,045,000 meals annually; therefore a \$0.01 (one cent) difference in pricing represents \$10,450.00.

c. Small Business Economic Development Advocacy Program (SBEDA) (20%):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:

- i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
- ii. One percent (1%) for meeting/exceeding the MBE goal.
- iii. One percent (1%) for meeting/exceeding the WBE goal.
- iv. One percent (1%) for meeting/exceeding the AABE goal.
- v. One percent (1%) for meeting/exceeding the SBE goal.

d. Taste Test Samples:

(1) Short List: On the basis of a preliminary evaluation using the scoring criteria set forth above, bidders may be short listed. Short listed Bidders may be asked to prepare, deliver and serve a minimum of 200 meals, and a maximum of 400 meals, for an evaluation. Bidders must provide the samples at the time, date, and location to be determined and specified by the City. Bidders will be provided with not less than five days notice of the date and time that sample meals must be served.

(2) **INSURANCE FOR SAMPLES:** By submitting this Bid, and providing the samples in exchange for City's agreement to reimburse bidders as stated below, Bidder(s) selected in the Short List to provide sample

meals agree to and shall furnish to the City, immediately upon request, the insurance coverage described in Section III, G. of this Invitation for Bids, which shall name the City as an additional insured, as indicated in said Section III, G. Bidders who are unwilling or unable to provide said insurance shall be disqualified from further consideration.

(3) INDEMNITY FOR TASTE TEST SAMPLES: BY SUBMITTING THIS BID, AND PROVIDING THE SAMPLES IN EXCHANGE FOR CITY'S AGREEMENT TO REIMBURSE BIDDERS AS STATED BELOW, BIDDER AGREES THAT BIDDER SHALL INDEMNIFY THE CITY, FOR ANY AND ALL SUCH CLAIMS THAT MAY ARISE FROM OR RELATE TO THE SAMPLES PROVIDED.

MORE SPECIFICALLY STATED, BIDDER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this BID, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this BID, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS BID.

It is the EXPRESS INTENT of the parties to this BID, that the INDEMNITY provided for in this section, is an INDEMNITY extended by BIDDER to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. BIDDER further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this BID and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY

shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

(4) Payment: The City shall reimburse Bidders the amount indicated on **Item 9, Bidder's Taste Test Price Schedule**, up to \$4.00 per meal for sample meals requested. Invoices for sample meals may be billed to the City of San Antonio with a net 30 day payment term. The terms and conditions stated herein as they apply to the sample meals shall be controlling. Bidders shall not add other terms by invoice or other means. Any added terms shall be null and void.

(5) City Kitchen Facilities: Short Listed Bidders that do not have a kitchen facility in San Antonio may utilize a City kitchen facility through a day license agreement for a fee of \$50.00 per day. There are two (2) City kitchen facilities available on a first come-first-serve basis. City requires not less than 72 hours notice for use of a City kitchen facility, and execution of the license agreement hereto as Attachment X. No changes shall be made to the terms and conditions of said license agreement.

(6) Failure to provide sample meals shall eliminate bidders from award consideration.

III. GENERAL TERMS AND CONDITIONS

A. TERM OF CONTRACT:

(1) The term of this contract shall begin on upon award by City Council, and terminate September 30, 2006, unless extension or earlier termination shall occur pursuant to any of the provisions of this contract.

(2) The City of San Antonio shall have the option to renew this contract for one (1) additional two (2) year period, under the same terms and conditions as provided herein. Any renewals shall be in writing and be subject to City Council approval, as evidenced by passage of an ordinance. An election by City not to renew shall not require any action or notification to the Successful Bidder.

(3) The City also reserves the right to extend the term of the contract for no more than two (2) 90 day increments, not to exceed 180 days total, with written notice issued by the Director of City's Purchasing and General Services Department, or her designee to the Successful Bidder. The City shall give the Successful Bidder written notice of its intent to extend the contract for the first 90 day period at least 10 calendar days before the contract or any renewal term expires. The City shall give the Successful Bidder written notice of its intent to extend the contract for the second 90 day period at least 10 calendar days before the expiration of the first 90 day period. The written notice does not commit the City to an extension. The extension referred to herein is in addition to, and not in lieu of the provisions for extending and renewing the contract for additional terms, as described above. The City may, at its discretion, reduce the number of sites served during an extension period.

B. TERMINATION OF CONTRACT: The City may terminate the contract at any time after award. The City shall be required to give the Successful Bidder written notice specifying an effective date for the termination, if terminating the contract for cause. The contract may be terminated by the City for convenience upon written notice, provided such notice specifies an effective date for termination of not less than 90 calendar days from the date of such notice. The Successful Bidder shall not have a unilateral right to terminate the contract. Termination for cause may occur if Successful Bidder fails to fulfill, in a timely and proper manner, any of its material obligations under this contract. City's Director of Community Initiatives shall have the sole power to determine whether a right to termination for cause exists, but shall not exercise this right in an arbitrary manner.

C. ASSIGNMENT: Except as otherwise stated herein, Successful Bidder may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior consent of the City Council, as evidenced by passage of an ordinance. Any attempt to subcontract, transfer, pledge, convey or otherwise assign this Agreement, or any portion of this Agreement, without said written approval, shall be void ab initio and shall confer no rights upon any third person, and may be considered an event for cause giving rise to a right to terminate this contract by City.

D. SUBCONTRACTING: *Notwithstanding Paragraph C. "ASSIGNMENT" above,* Successful Bidder may subcontract beverage delivery, however, City reserves the right to require the Successful Bidder terminate a chosen subcontractor at City's sole discretion. Said discretion shall not be exercised in an arbitrary manner. Compliance by sub-contractor/sub-vendors with this agreement is required and shall be the responsibility of Successful Bidder. Successful Bidder agrees that payment for services of any approved sub-contractor/sub-vendor shall be submitted through Successful Bidder, and Successful Bidder shall be responsible for all payments to sub-contractor/sub-vendors. The City shall not be liable for any payments to sub-contractor/sub-vendors.

E. PURCHASE ORDER: An annual contract purchase order will be issued against this contract. This contract purchase order will not list individual items. Successful Bidder shall have the contract purchase order before making any delivery.

F. INVOICES

- (1) All invoices must be submitted in duplicate and show the purchase order number. Invoices must be legible. Items billed on invoices must be specific. All items must show unit prices. Invoices shall include, at a minimum, the number of meals delivered by the Successful Bidder each day with site specified. Invoices shall be submitted monthly, in arrears, for meals provided. City shall provide payment within 30 days of receipt of a conforming invoice.
- (2) All invoices shall be accompanied with documentation as may be required by the City's Department of Community Initiatives, including, but not limited to the invoices described above. Delays in providing requested documentation could result in delays in payment.
- (3) The final invoice to the City must be submitted not later than sixty (60) days after the contract end date.
- (4) Successful Bidder shall settle all sub-vendor bills within thirty (30) days of billing.
- (5) City will reimburse Successful Bidder on a fixed unit rate basis for meals prepared and delivered as described in Article IV at the fixed unit rate price specified on Item 10 – Bidder's Price Schedule.
- (6) If the Vendor has failed to comply with the terms of this contract or if the Vendor has received funds in excess of those actually earned, the City of San Antonio may take appropriate action including the recapture of payment and/or withholding of funds.
- (7) The City may withhold reimbursements in cases where it determines that the Successful Bidder is not in compliance with this Agreement.
- (8) Successful Bidder costs or earnings under this contract may not be claimed under another contract or grant.

G. INSURANCE:

- (1) Within 10 days notice, Successful Bidder shall furnish an original completed Certificate(s) of Insurance to the City's Community Initiatives Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Community Initiatives Department and the City Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- (2) The City reserves the right to review the insurance requirements of this Article during the effective period of this agreement and any extension or renewal hereof and to make reasonable requests for modification of said coverage and their limits only when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this agreement, but in no instance will City allow modification by either party or their agent to this agreement, whereupon City may incur increased risk.
- (3) A Successful Bidder's financial integrity is of interest to the City, therefore, subject to Successful Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Successful Bidder shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Successful Bidder's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
(a) Workers' Compensation* Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
(b) Commercial General (public)	Liability Insurance to include coverage for the following:
(1) Premises/Operations	
(2) Independent vendors	For <u>Bodily Injury</u>
(3) Broad Form Contractual Liability	and <u>Property Damage</u> of
(4) Products/completed operations	\$1,000,000 per occurrence
(5) Broad Form Property Damage, To include fire legal liability**	
(6) Personal Injury	\$2,000,000 general
(7) Explosion, collapse, underground	aggregate or its equivalent
And property damage Personal Injury**	in umbrella or excess
	liability coverage
(c) Business Automobile Liability	
a. Owned/leased vehicles	<u>Combined Single Limit</u> for <u>Bodily</u>
b. Non-owned vehicles	<u>Injury</u> and <u>Property Damage</u> of
c. Hired vehicles	\$1,000,000 per occurrence.

*Alternate insurance plans to workers' compensation/employers' liability must be submitted for review and approval by CITY's Risk Manager

**If applicable as determined by the City's Risk Manager.

(4) The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the CITY, the Successful Bidder shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

(5) Successful Bidder agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

- Name the City and its officers, employees, volunteers and elected representatives as additional insured in respect to operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
- The Successful Bidder's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under the contract with the City of San Antonio; and
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

(6) Successful Bidder shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty calendar (30) days prior to the change, or ten (10) calendar days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

**City of San Antonio
Purchasing Department
P.O. Box 839966
San Antonio, TX 78283-3966**

**City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, TX 78283-3966**

(7) If Successful Bidder fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Successful Bidder to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Successful Bidder's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Successful Bidder to stop work hereunder, and/or withhold any payment(s) which become due, to Successful Bidder hereunder until Successful Bidder demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Successful Bidder may be held responsible for payments of damages to persons or property resulting from Successful Bidder's or its subcontractor's performance of the work covered under this agreement.

(8) It is expressly understood and agreed to by Successful Bidder that additional insurance (e.g. professional liability, motor truck cargo insurance, payment and performance bonds, builders risk, pollution, a fuel storage tank, environmental, commercial crime/fidelity bond, or other insurance as required by the City's Risk Manager) may have to be purchased by the Successful Bidder if the City determines at the time of contract award that such insurance is applicable.

H. REPORTING REQUIREMENTS:

(1) Successful Bidder shall provide the City with a single Point of Contact for issues resolution who shall be available within 15 minutes of receipt of a call during business hours. Successful Bidder shall provide a direct line telephone number where the Point of Contact may be reached.

(2) Successful Bidder shall provide weekly production sheets to the City's Registered Dietician. Production sheets shall document the number of meals prepared for each CNP site during the previous week.

(3) The City's Department of Community Initiatives, Elderly and Disabled Services Division is assigned monitoring, fiscal control, and evaluation of this project. Therefore, at such times and in such form as may be required, the Successful Bidder shall furnish such statements, records, data, and information and permit such interviews with the City or the Alamo Area Council of Governments (AACOG) personnel pertaining to the matters covered by this contract, as City or AACOG deems necessary.

(4) Records Retention: Successful Bidder, and its authorized subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such documents available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Successful Bidder shall retain the documents until the resolution of such litigation or other such questions. Successful Bidder acknowledges and agrees that CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period.

(5) The Successful Bidder shall submit to the City's Department of Community Initiatives such reports as may be required by AACOG or the City.

(6) The Successful Bidder shall provide the City of San Antonio, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and the right to examine all facilities, equipment, operations,

records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or any renewal hereof.

I. APPLICABLE LAWS AND REGULATIONS

(1) All of the work performed under this Agreement by Successful Bidder shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, and rules and regulations of the CITY OF SAN ANTONIO and County of Bexar.

(2) The Successful Bidder understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City and that it shall, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.

(3) The Successful Bidder shall adhere to City of San Antonio policies and procedures, related to the Comprehensive Nutrition Program as they now exist or as they may subsequently be adopted, in all respects.

(4) The Successful Bidder shall adhere to AACOG CNP policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Successful Bidder shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements, which are incorporated herein by reference.

(5) The Successful Bidder providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and -other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this contract. The Successful Bidder assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

(6) Successful Bidder shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Successful Bidder agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office, which is incorporated herein by reference. Additionally, Vendor certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions, which are incorporated herein by reference:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended;
- c. The Age Discrimination Act of 1975, as amended;
- d. Title IX of the Education Amendments of 1972, as amended; and
- e. All applicable regulations implementing those laws.

(7) The Successful Bidder certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Contract, and debarment and suspension actions.

(8) Successful Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

(9) The Successful Bidder certifies that any and all subcontractors hired during the contract period will not be debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

J. NOTICE REQUIREMENTS:

(1) The Successful Bidder shall give the City of San Antonio or its representative immediate notice of any suit or actions filed, or prompt notice of any claim made against the Vendor arising out of the performance of this contract.

(2) The Successful Bidder shall furnish immediately to the City of San Antonio and AACOG copies of all pertinent papers received by the Vendor in connection with any such suit action or claim. The City of San Antonio, AACOG, and/or Texas Department on Aging shall have the option to intervene in such actions to represent its own interests.

K. INTERPRETATION OF CONTRACT/DISPUTES

In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

IV. SCOPE OF SERVICES AND SPECIFICATIONS**A. GENERAL SCOPE:** Successful Bidder shall provide all personnel, goods, services, facilities and equipment necessary to provide meal preparation and meal distribution services for the City of San Antonio's Comprehensive Nutrition Project (CNP).

Meal preparation and meal distribution services shall be provided for the entire Comprehensive Nutrition Project through an "All or None Bid". A contract shall be awarded to bidder whose bid, conforming to the Invitation for Bids, provides the best value to the City. A list of all CNP sites is included as Attachment I.

The number of meals shown herein are estimates only. Successful Bidder may be required to provide a fewer or greater number of meals, at the unit prices shown on Item 10, Price Schedule. The additional meals may result from an expansion of the program, by either (1) increasing the number of persons receiving meals at any one or more sites, or by (2) adding sites for which the Successful Bidder shall be required to provide service, or (3) both. Any such changes must comply with the Texas Local Government Code, Chapter 252.

Successful Bidder shall prepare and deliver approximately 1,045,000 meals annually to twenty (20) delivery sites specified by the City of San Antonio, Department of Community Initiatives.

- 1) Deliveries will be made during operating hours as specified in Scope of Work/Project Requirements . All deliveries will be made with no minimum delivery charge or service fee.
- 2) The City of San Antonio will periodically, and without announcement, audit deliveries and meal preparation to ensure compliance with bid specifications.
- 3) Alternate Packaging: Bidders are encouraged to bid on package sizes as specified. However, where alternate packaging is necessary, it should be relatively equivalent, e.g., 14 oz. vs. 16 oz. In addition, if alternate packaging is quoted, bidders are required to state specifically what is being offered. If this information is omitted, it will be assumed and shall be the responsibility of the Successful Bidder to provide the product packaged as stated on the Invitation for Bid.
- 4) Brands referenced in this Invitation for Bid are intended to represent a level of quality, not to limit competition. Alternate brands will be accepted at the sole discretion of the City.

B. SCOPE OF WORK/PROJECT REQUIREMENTS:

1. Successful Bidder shall provide all personnel, goods, services, facilities and equipment necessary to provide meal preparation and meal distribution services for the City of San Antonio's **entire** Comprehensive Nutrition Project (CNP).
2. Successful Bidder shall prepare and deliver approximately 1,045,000 meals annually to twenty (20) specified delivery sites, as shown on Attachment II, attached hereto and incorporated herein for all purposes. The City reserves the right to change, increase or decrease the number of participating CNP sites by Department of Community Initiatives, Elderly and Disabled Services Division giving the Successful Bidder at least thirty calendar (30) days written notice of such change, increase or decrease.
3. Successful Bidder shall prepare an average of approximately 2,000 bulk meals and 2,000 pre-packaged meals on a daily basis, and deliver them to twenty (20) specified delivery sites Monday through Friday, 5 days per week.

Annual Average Number Meals*	Daily Average Number of Total Meals*	Daily Average Number of BULK Meals*	Daily Average Number of PREPACKAGED Meals*	Number of Delivery Sites
1,045,000	4,000	2,000	2,000	20

* Amounts are approximate and subject to variance.

4. A listing of CNP sites receiving bulk meals is attached hereto and incorporated herein as Attachment III.
5. A listing of CNP sites receiving pre-packaged meals is attached hereto and incorporated herein as Attachment IV.

Definitions:

Bulk Meals - Food items prepared in large quantities and packaged in 2" or 4" stainless steel, steam table pans or equivalent.

Pre-packaged Meals - Food items prepared as individual meals; sealed in individual containers to prevent spillage and separate compartments to prevent cross-contamination of food items. Containers shall be oven- safe and microwaveable. Containers shall NOT be made of Styrofoam.

C. MEAL PREPARATION REQUIREMENTS:

1. **FACILITY AND BACK-UP PLAN:** Successful Bidder shall prepare all meals at a facility(s) established by the Successful Bidder of sufficient size to prepare said number of meals. Facility(s) shall meet all Federal, State and Local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Successful Bidder shall have a written plan for a backup system for meal preparation and delivery in the event a natural, or man-made disaster affects the primary meal preparation facility. The backup system plan shall be submitted to the City's Director of Department of Community Initiatives for approval no later than thirty (30) days from the date of award of the contract.
2. **NUMBER OF MEALS:** Successful Bidder shall prepare and deliver meals in amounts determined by the City of San Antonio. Successful Bidder shall maintain documentation of the number of meals prepared for each CNP site and delivered to specified delivery sites.
3. **DAYS AND TIMES OF DELIVERY:** Successful Bidder shall prepare and deliver meals on Mondays through Fridays, 5 days per week. Meals shall be delivered to the specified delivery sites between the hours of

10:00 a.m. and 11:00 a.m. except when breakfast is substituted for lunch by City as specified in (11) of this section. However, if City determines that lunch meals need to be delivered to the specified delivery site between the hours of 8:00 a.m. and 10:00 a.m., Successful Bidder shall provide warmers for the delivery site(s) at no additional cost to the City. The City reserves the right to change, decrease or increase delivery sites by giving the Successful Bidder at least thirty (30) calendar days written notice of such change, increase or decrease. In cases of an emergency that renders a CNP site location unable to serve meals, the City will provide the Successful Bidder 24-hour notice of delivery site location change. Notices given pursuant to this section shall be issued by the City's Department of Community Initiatives, Elderly and Disabled Services Division.

4. MEAL RESERVATION SYSTEM: Successful Bidder shall utilize the City of San Antonio's established "Meal Reservation System." Under this system, all CNP Sites will call in to the City's CNP office by 2:00 p.m. each Thursday and notify the City of the number of meals to be served at their site on the following week. The City will fax the number of reserved meals to the Successful Bidder by 4:30 p.m. on Thursdays using the form established by the City's Department of Community Initiatives, Elderly and Disabled Services Division.
5. MEAL SEPARATION AND LABELING: Successful Bidder shall label bulk and prepackaged meals with the name of each CNP site for which they are prepared, food item and number of servings contained therein. Bulk meals shall be separated into pans labeled for each CNP site specified by the City of San Antonio, Department of Community Initiatives.
6. MENUS: Successful Bidder shall prepare meals utilizing a 4-week menu cycle with menus subject to approval by the City's Registered Dietician. A sample menu cycle is attached hereto and incorporated herein as Attachment V. Changes in menu due to market fluctuations may be negotiated by Successful Bidder at least three (3) calendar days prior to the date that Successful Bidder is scheduled to serve the changed item. Prior approval by City's Registered Dietitian is required for any menu changes.
7. U.S. GROWN FOOD: Successful Bidder shall establish procedures, as approved by the City's Department of Community Initiatives, to ensure that USDA funds are used to purchase only foods grown in the United States. If Successful Bidder uses funds other than USDA funds to purchase food, Successful Bidder agrees to use his best efforts to purchase foods grown in the United States with said funds. City will identify USDA funds when providing those to Successful Bidder.
8. RDA: Successful Bidder shall prepare all meals to meet 1/3 Recommended Dietary Allowance (RDA) minimum requirements for seniors aged 60 and above as outlined below and in accordance with Federal, State and Local Guidelines and regulations. The following meal guidelines are the minimum meal requirements, which must be prepared to receive payment:
 - a. Meat: 3 oz. protein or meat alternative*
 - b. Vegetables/Salads: Two (2) one-half cup servings**
 - c. Canned Fruit: 1 - 1/2 cup serving, OR
 - d. Fresh Fruit: 1 serving
 - e. Milk: 1 serving daily, AND calcium-fortified juice only for sack lunches and for approximately 10% of the seniors, who due to health reasons, cannot drink milk.
 - f. Bread: 1 serving

*Meat alternative is a non-animal sources of protein, such as nuts, dried beans or lentils.

**Servings shall be drained weight of differing items. May be comprised two different kinds of cooked vegetables or one cooked vegetable and one salad.

Successful Bidder shall ensure beverages are included with all meal deliveries in order to meet the 1/3 Recommended Dietary Allowance ("RDA") required for seniors.

9. **FOOD HOLDING TIME:** Successful Bidder shall ensure that holding time for hot foods shall not exceed two (2) hours from the time when food is taken from the equipment in which cooking or re-heating is completed until it is delivered. The time when the food was taken from the equipment in which cooking or re-heating is completed shall be clearly labeled on each container.
10. **TEMPERATURES:** Successful Bidder shall ensure all foods are maintained and transported to specified delivery sites at required temperatures at all times. Successful Bidder shall establish written procedures to ensure temperature requirements. These procedures shall include a temperature log and shall be submitted to the City's Registered Dietician for review and approval no later than thirty (30) calendar days from award of the contract. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:

Hot Foods: 140 degrees Fahrenheit or higher

Cold Foods: 41 degrees Fahrenheit or lower

11. **BREAKFAST SUBSTITUTIONS BY CITY:** At least six (6) times per year, Successful Bidder shall substitute breakfast for lunch. The breakfast shall be delivered to specified delivery sites between the hours of 7:00 A.M. and 9:00 A.M. A schedule of planned breakfast substitutions will be provided by the City's Registered Dietician upon award of the contract. A breakfast menu is attached hereto and incorporated herein as Attachment VII.
12. **SACK LUNCHES/FROZEN MEALS FOR FUNERALS AND FIELD TRIPS:** Successful Bidder shall provide sack lunches or frozen meals for funerals and/or field trips for specified CNP sites. City's Department of Community Initiatives, Elderly and Disabled Services Division will provide Successful Bidder with CNP site location and number of sack lunches or frozen meals to be delivered for funerals by 4:30 p.m. on the previous day and with two (2) weeks advance notice for field trips. The sack lunch menu is attached hereto and incorporated herein as Attachment VIII. Sack lunches shall be prepared by rotating menus.
13. **PREPACKAGED MEAL CONTAINERS:** Successful Bidder shall utilize supplies and containers for pre-packaged meals that separate hot foods items from cold food items. All pre-packaged meals shall be packaged in individual servings. Hot foods shall be delivered hot and cold foods shall be delivered cold in accordance with the temperatures set forth in specifications of this bid document. Prepackaged meals containers shall be completely sealed to prevent moisture or spillage to the outside of the container. Prepackaged meal containers shall be designed with compartments to separate food for visual appeal and to minimize spillage between compartments. Packaging should be easy for elderly persons to use, for example: easy to open and easy to re-heat.
14. **PREPACKAGED MEAL INSTRUCTIONS FOR REHEATING:** Successful Bidder shall attach bi-lingual (English/Spanish) re-heating, storage and refrigeration instructions, and the telephone number of the Comprehensive Nutrition Project on all prepackaged meals.
15. **NO FROZEN PREPACKAGED MEALS:** Pre-packaged meals shall **NOT** be frozen, unless specifically requested by the City's Registered Dietician.
16. **SPECIALIZED MEAL REQUIREMENTS:** Successful Bidder shall prepare and deliver special diet and/or therapeutic meals, as needed for participants with special dietary needs. Such meals include, but are not limited to: puree, diabetic, snacks for persons on dialysis, etc. The number of such meals is currently approximately 40 per day for the entire CNP, but is subject to change. City's Registered Dietician will supply these diets to Successful Bidder.

17. **THANKSGIVING AND CHRISTMAS DAY:** Successful Bidder shall prepare the following menu on the days prior to Thanksgiving Day and Christmas Day in portions meeting minimum 1/3 RDA for seniors age 60 and older:
- Turkey with dressing;
 - Mashed potatoes with gravy;
 - Vegetable;
 - Cranberry sauce;
 - Dinner roll with margarine;
 - Slice of pumpkin pie; and
 - Milk: 1 serving daily AND calcium-fortified juice only for sack lunches and for approximately 10% of the seniors, who due to health reasons cannot drink milk.
18. **HOLIDAYS (other than Thanksgiving and Christmas):** Successful Bidder shall prepare sack lunches or frozen meals for CNP participants to consume on established official CNP holidays. A copy of the official CNP site holidays is attached hereto and incorporated herein as Attachment IX. If there is more than one holiday in a row, (for example, Thursday and Friday of Thanksgiving) the Successful Bidder shall prepare and deliver sack lunches or frozen meals for both days, on the day preceding the first day of the holiday. This holiday meal delivery is in addition to the regularly scheduled meal delivery for the day preceding the holiday.
19. **TESTING FOR FOODBORNE ILLNESSES:** Successful Bidder shall maintain in a frozen state, for at least seven (7) calendar days, a daily sample of each food item for potential lab testing of food borne illness. Successful Bidder shall label each food sample with the name of the food item and date prepared.
20. **MISSING / UNACCEPTABLE MEAL ITEMS:** When the City determines that there is a missing meal item or unacceptable meal item (including but not limited to burned food or raw food that should have been cooked), City staff shall, within a reasonable period of time, notify Successful Bidder of the missing or unacceptable meal item, amount needed, and location for delivery. Upon Successful Bidder being notified of the missing or unacceptable meal item, Successful Bidder shall immediately prepare and deliver the missing or unacceptable item to the CNP site (not delivery site) indicated by City staff. Successful Bidder shall provide or replace missing or unacceptable items at no additional charge to the City. If Successful Bidder is unable to deliver the missing or unacceptable item prior to serving time on the day the meal is to be served, City will not reimburse Successful Bidder for the entire meal from which an item was missing or unacceptable. The acceptable portions of the meals already delivered will not be returned to the Successful Bidder with any compensation to Successful Bidder.

Successful Bidder agrees that when Successful Bidder delivers a missing meal item to the site, Successful Bidder shall immediately notify the site supervisor that Successful Bidder is delivering the missing meal item and shall check the delivery equipment to ensure that the item has not already been delivered. If Successful Bidder and site supervisor find the missing item, subsequent to bringing new portions, Successful Bidder shall immediately, while still at the site, contact the City staff that authorized the additional portions and notify City that extra portions have been delivered. In the case where site staff erred and ordered additional portions of food that they already had in their possession, City shall reimburse Successful Bidder a flat delivery charge per site of \$30.00 plus the following rate per additional portion:

- Entrée 75% of the price for the entire meal
- Vegetable 35% of the price for the entire meal
- Salad 35% of the price for the entire meal
- Fruit 35% of the price for the entire meal
- Bread 10% of the price for the entire meal
- Milk/juice 15% of the price for the entire meal

However, if multiple items are missing from a meal, in no event shall the total amount paid for said meal exceed 100% of the total unit price for said meal.

21. REQUIREMENTS FOR SPARE MEALS:

BULK: Successful Bidder shall prepare and deliver one (1) spare bulk meals per CNP site, in addition to the number of bulk meals ordered by each CNP site which will be used for temperature testing.

PREPACKAGED: Successful Bidder shall prepare and deliver one (1) spare pre-packaged meal per CNP site, in addition to the number of pre-packaged meals ordered by each CNP site. Spare pre-packaged meals will be used to test food temperatures.

22. SPECIAL FUNCTION MEALS

Successful Bidder shall prepare and deliver "special function" meals approximately four (4) times per year. Successful Bidder shall prepare bulk meals or party trays for approximately 2,000 persons as specified by the City's Registered Dietician and deliver said meals to the "special function" location specified by the City's Registered Dietician.

Two (2) days prior to the dates of "special functions," Successful Bidder shall also prepare and deliver approximately 2,000 frozen meals or sack lunches for participants not participating in the special function. Frozen meals or sack lunches shall be delivered to sites in amounts as specified by the City's Department of Community Initiatives. The City's Department of Community Initiatives will notify the Successful Bidder of special functions not less than 30 calendar days prior to the special function. The Special Functions Calendar will be provided upon award of the contract.

23. EMERGENCY MEALS

Emergency food items will be served by CNP sites when City-wide delivery is not possible due to emergencies, as declared by the City's Office of Emergency Management. Successful Bidder shall provide 2-days worth of emergency food items for each CNP site in preparedness for City-wide emergencies. Emergency meal items shall be "shelf stable" and in sufficient amounts to provide up to 8,000 meals for a 2-day period. Suggested emergency meal food items are attached hereto and incorporated herein as Attachment VI. Successful Bidder shall provide emergency meal items as specified by the City's Registered Dietician within two (2) weeks of request and deliver said meals to designated delivery points in quantities identified by the City. Successful Bidder shall replenish emergency food items as needed throughout the year, as directed by the City's Registered Dietician. Emergency food items shall include a label describing the contents of the meal, the expiration date of the meal and the CNP site where the meal is to be stored. Successful Bidder shall invoice City for emergency meal items upon delivery of said meals to the delivery sites. Successful Bidder will not be reimbursed for other meals on the day that emergency food item meals are utilized during a citywide emergency.

24. **DELIVERY OF BEVERAGES:** Successful Bidder will deliver beverages not less than twice a week to all delivery sites except those that do not have refrigeration. Successful Bidder will deliver beverages daily to delivery sites that do not have refrigeration.

25. **USE OF CITY EQUIPMENT:** In the event that Successful Bidder utilizes City equipment, including but not limited to refrigeration equipment. Successful Bidder assumes all responsibilities for equipment failure and holds the City harmless for equipment failure or damages resulting there from.

D. ADDITIONAL MENU REQUIREMENTS:**1. Beverage:****MILK:**

Successful Bidder shall provide milk as part of each daily meal for all seniors except for approximately 10% of the seniors, who due to health reasons, cannot drink milk. Milk containers should be easy for the elderly to open. Successful Bidder shall not utilize powdered milk as a milk option.

JUICE:

Successful Bidder shall provide calcium-fortified juice, as specified by the City's Registered Dietician, for approximately 10% of the seniors, who due to health reasons, can not drink milk.

Successful Bidder shall provide calcium-fortified juice as a milk alternative with sack lunches or frozen meals.

2. Bread:

Successful Bidder shall provide dinner rolls as a bread item on a weekly basis not less than three times per week.

Successful Bidder shall provide one (1) each, individually packaged margarine portion (maximum 5 grams of fat) per meal, when bread is a specific menu food item.

Successful Bidder shall provide dinner rolls or sliced bread with pasta menu items prepared with tomato sauce.

3. Condiments (to be provided per meal):

Successful Bidder shall provide one (1) each individually packaged, light or low-fat salad dressing per salad when salad is a specific menu food item.

Successful Bidder shall provide roughly equal amounts of Thousand Island, Italian, and Ranch salad dressing with meal deliveries when salad is a specific food item.

Successful Bidder shall provide one (1) each, individually packaged mustard, catsup and mayonnaise per meal when hamburger, chopped steak, or hot dogs are a menu item.

Successful Bidder shall provide one (1) each, individually packaged picante sauce, medium hot, per meal when a Mexican food item is on the menu.

Successful Bidder shall provide one (1) each, individually packaged butter seasoning or margarine portion (5 grams) per meal when baked potato or steamed rice is a menu item.

Successful Bidder shall provide one (1) each, individually packaged tartar sauce per meal when fish is a menu item.

Successful Bidder shall provide one (1) each slice tomato and lettuce per meal when hamburger or other similar food item is a menu item. (Lettuce slice must be approximate size of bun.)

E. MINIMUM FOOD ITEM REQUIREMENTS:

All food items shall be delivered for use prior to expiration date.

Successful Bidder shall meet the following minimum food item requirements when preparing meals per prescribed menus established by the City's Registered Dietician.

Vegetables, Canned:

Shall be Grade "A" Quality with no added salt

Vegetables, Frozen:

Shall be Grade "A" Quality and IQF Frozen

Fruit, Canned (including Apple Sauce):

Shall be Grade "A" Quality with no added sugar

Fruit, Fresh:

Shall be ripe upon delivery with no major bruising or damage

Refried Beans:

Shall be 100% corn oil, cholesterol-free and low in saturated fat; NO Lard
Shall be Santiago or approved equivalent

Rice:

Brown, whole grain; par boiled
Shall be Uncle Ben's or approved equivalent

Breads:

Dinner Rolls -

Shall be 1-1.25 oz. per roll

Bread, Sliced -

Shall be wheat; approximately 1 oz. per slice

Tortillas -

Shall be flour; contain NO Lard

Biscuits, Buttermilk -

Shall be minimum 2.25 oz. after baking; Pillsbury or approved equivalent

Meats:

Beef:

Ground Beef (80/20) -

Shall be USDA inspected; with no fillers, or organ meat; textured vegetable protein (TVP) will be allowed with prior approval from the City's Registered Dietician

Meatballs (80/20 ground beef) -

Shall be USDA inspected; with no fillers, organ meat; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be minimum 1/2 oz. each after cooking

Salisbury Steak (80/20 ground beef) -

Shall be USDA inspected; with no fillers or organ meat; TVP will be allowed with prior approval from the City's Registered Dietician

Each steak shall contain no more than four (4) grams of fat

Meatloaf (80/20 ground beef) -

Shall be USDA inspected; with no fillers or organ meat; TVP will be allowed with prior approval from the City's Registered Dietician

Beef Stew Meat -

Shall be USDA inspected; 1-inch pieces

Veal Patty (Italian style; breaded) -

Shall be USDA inspected; with no fillers or organ meat; TVP will be allowed with prior approval from the City's Registered Dietician

Shall weigh a minimum of 3 oz. after cooking; excluding breading

Pork:

Pork Rib Patty (with BBQ sauce) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Pork Patty (Breaded; Chopette-shaped) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall weigh a minimum of 3 oz. after cooking; excluding breading

Ham (buffet) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be boneless and 90% fat-free

Ham (1 1/2 oz. slices for sandwiches) -

Shall be USDA inspected; with no binders, fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be 96% lean; 100% yield

Weiners/Sausage:

Weiners (jumbo; all meat beef, skinless)

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be 2.69 oz. (6/1) after cooking

Polish Sausage (skinless)

Shall be USDA inspected; with no fillers, organ meat, liquid smoke or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be made from fresh ground beef and pork; 3.2 oz. after cooking

Chicken:

Chicken (pieces, uniform) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be two (2) drumsticks or leg quarter (1 leg/1 thigh); weighing a minimum of 3 oz. after cooking

Chicken Meat (pulled) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be natural portioned, cooked and de-boned

Chicken Burger -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be minimum of 3 oz. after cooking

Chicken (Chopped BBQ) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Turkey:

Turkey (Breaded Patty) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall weigh a minimum of 3 oz. after cooking; excluding breading

Turkey Breasts -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Portions shall weigh a minimum of 3 oz. after cooking

Turkey Meat (pulled) -

Shall be USDA inspected; with no fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall be natural portioned, cooked and de-boned

Turkey, smoked (1 1/2 oz. slices for sandwiches)

Shall be USDA inspected; with no binders, fillers, organ meat or MSG; TVP will be allowed with prior approval from the City's Registered Dietician

Shall have 100% yield

Fish:

Tuna:

Shall be chunked light; packed in water
Shall be Starkist or approved equivalent

Fillet (oven ready; crunchy-breaded):

Shall be Alaskan Pollock; cheese optional
Shall be 3.5 oz. after baking

Meat Bases (beef and chicken):

Meat shall be first ingredient listed; shall contain no MSG

Cheese:

Shall be American, sliced

Condiments:

Catsup shall be fancy grade; individually packaged.

Mustard shall be fancy grade; individually-packaged.

Salad dressings for salads shall be light or fat free; individually packaged and low in sodium.

Mayonnaise shall be light; individually-packaged.

Picante sauce shall be individually-packaged; medium hot.

Butter-flavored seasoning shall be individually-packaged; Molly McButter or approved equivalent.

Margarine shall be individually-packaged with no more than 5 grams of fat per portion

F. RECIPE REQUIREMENTS:

1. Successful Bidder shall submit and follow standardized recipes for each menu.
2. Successful Bidder shall submit standardized recipes for approval by the City's Registered Dietician prior to use in meal preparation to ensure that meals meet the nutritional standards established by the Alamo Area Council of Governments (AACOG) and Title 40, Part IX, Chapter 270 of the Texas Administrative Code.
3. Successful Bidder shall prepare all food items to such consistency and texture as to enable elderly persons the ability to chew and swallow with minimal difficulty.
4. Successful Bidder may use Cream of Mushroom or Cream of Celery soups in cooking. Soups shall be Campbell's or approved equivalent.
5. Successful Bidder shall not use salt in cooking Successful Bidder may use other herbs and spices as long as salt is not part of them.
6. Successful Bidder shall not use pure butter in cooking; however, margarine may be used as an alternative.
7. Successful Bidder shall not use corn starch as a thickening agent. Successful Bidder shall not use bacon fat in cooking.

G. QUALITY REQUIREMENTS:

1. Successful Bidder shall ensure that all food preparation staff obtain Texas Department of Health Food Service Management Certification within 90 days of commencement of contract or hire, and that staff maintain certification, as required by State law. Copies of certifications shall be submitted to City's Registered Dietician.

2. Successful Bidder shall furnish the City, through an authorized representative, access to and right to examine all operations, facilities and equipment as necessary to ensure quality of services.
3. Successful Bidder's kitchen facility shall be licensed and inspected regularly by the City of San Antonio Metropolitan Health District. Successful Bidder shall provide the City of San Antonio, Department of Community Initiatives, Elderly and Disabled Services Division with said license and all inspection reports for the duration of this contract within 10 days from the date which Successful Bidder receives such report.
4. Successful Bidder warrants and certifies that Successful Bidder and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.
5. The Successful Bidder shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this contract. The Successful Bidder shall be responsible for completion of the services to be rendered in accordance with published service standards. The Successful Bidder will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.
6. The Successful Bidder shall provide in-service training to all personnel relative to the performance of this contract. The Successful Bidder shall secure appropriate training and certification for all personnel delegated duties which require such specialized training and/or certifications.
7. The Successful Bidder will attend in-services and trainings, as required, hosted by the City for the benefit of its Vendors and CNP Sites.

(Name of Firm Submitting Bid)

Item 1**CHECKLIST OF REQUIRED DOCUMENTS**

<u>DOCUMENT</u>	<u>CHECK & INITIAL</u>
Entire Invitation for Bid Form	_____
Checklist of Required Documents (Item 1)	_____
Experience of Company (Item 2)	_____
Operational References (Item 3)	_____
Financial Stability (Item 4)	_____
Proposed Operating Plan (Item 5)	_____
Proposed Quality Assurance Plan (Item 6)	_____
Site Visitation Information (Item 7)	_____
Qualifications of Key Personnel (Item 8)	_____
Taste Test (Item 9)	_____
Price Schedule (Item 10)	_____
SBEDA Form 117C Good Faith Effort Plan (Item 11)	_____
Statement Related to Performance Bond Requirement & Bid Bond (Item 12)	_____
City of San Antonio Discretionary Contracts Disclosure (Item 13)	_____
Litigation Disclosure (Item 14)	_____

(Name of Firm Submitting Bid)

Item 2

EXPERIENCE

1. Number of years/months in business. _____ Years _____ Months
2. Number of years/months engaged in this type of business and in businesses, which have involved preparing large quantities (over 3000) of meals on a daily basis.
_____ Years _____ Months
3. Number of years/months engaged in business of distributing prepared meals.
_____ Years _____ Months
4. Longest duration continuously serving meals on a daily basis.
_____ Number of Months/Years
_____ Number of Meals Per Day
5. Fully describe your company and experience as it relates to the following:
 - A. History of company;
 - B. History of company operations over the past three years; and
 - C. History of food service contracts with similar organizations over the past 5 years, in particular, highlight experience with providing food preparation and delivery to senior citizens. List individual contracts, facilities or organizations, addresses, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.

_____ Please check if response is included as a separate document.

(Name of Firm Submitting Bid)

Item 3**OPERATIONAL REFERENCES**

List persons or businesses that have knowledge of your ability to operate the type and scope of services proposed.

Reference No. 1

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____
Current Phone Number: _____
E-mail Address: _____

Reference No. 2

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____
Current Phone Number: _____
E-mail Address: _____

Reference No. 3

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____
Current Phone Number: _____
E-mail Address: _____

Reference No. 4

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____
Current Phone Number: _____
E-mail Address: _____

(Name of Firm Submitting Bid)

Item 4

FINANCIAL STABILITY

Provide information adequate for the City to evaluate the financial stability of your firm. Example: last two (2) years and year-to-date Profit and Loss Summary and last year and year-to-date balance sheet. Please mark this information **Item 4.**

Any information deemed to be confidential by Bidder should be clearly noted on the page(s) where confidential information is contained. However, the City cannot guarantee that it will not be compelled to disclose all or part of any record pursuant to a Court order, or Texas Attorney General opinion finding that the record is public and subject to disclosure under the Texas Public Information Act. If an open records request is received for information that a Bidder has marked confidential, the City will notify the Bidder and submit the request to the Texas Attorney General for an opinion.

Item 5

1. Management Structure: Describe the management structure to be used in your operation. Charts, diagrams, and descriptive materials should be used to expand or clarify.
2. Operational Plan: Describe your proposed operational plan to provide required services. Staffing plans, organizational charts, job descriptions, hiring timelines, charts, diagrams and other descriptive materials should be used to expand or clarify. The operational plan should include a description of current capacity as well as proposed capacity dedicated solely to this project.

_____ Please check if response is included as a separate document.

(Name of Firm Submitting Bid)

Item 6

PROPOSED QUALITY ASSURANCE PLAN

Quality Assurance Plan: Describe your plan for keeping food to temperature packaging of food to prevent spillage, re-delivery of missing or poor quality meals/food items. Please outline procedures that you currently have in place for quality assurance as well as additional procedures that you may propose specific to this project. Explain how your current procedures meet the needs of your current customers.

_____Please check if response is included as a separate document.

(Name of Firm Submitting Bid)

Item 7

SITE VISITATION INFORMATION

Provide the address of the facility which you will use for this project (should be a currently operating kitchen). If you currently do not operate a kitchen in San Antonio, please provide the address of the nearest (to San Antonio) kitchen facility that you operate. A site visit will be required for short list bidders.

Describe your current capacity of the following as well as additional capacity that you will need as a result of this contract. If additional resources will be needed, describe your plan for acquiring these resources.

Current Capacity		Additional Capacity needed for this project	
Size of kitchen(s) in square feet		Size of kitchen(s) in square feet	
Number of Delivery Vehicles		Number of Delivery Vehicles	
Capacity of sealing prepackaged meals (Number that can be sealed per hour)		Capacity of sealing prepackaged meals (Number that can be sealed per hour)	
Number of stove-top burners		Number of stove-top burners	
Number of ovens		Number of ovens	
Cubic foot capacity of freezers		Cubic foot capacity of freezers	
Cubic foot capacity of refrigerators		Cubic foot capacity of refrigerators	
Number of quality control stations		Number of quality control stations	
Number of warmers*		Number of warmers*	
Other equipment: Please list		Other equipment: Please list	

*Warmers are to be placed at nutrition sites. (See p. 20 – Section C, 3)

_____ Please check if response is included as a separate document.

(Name of Firm Submitting Bid)

Item 8

QUALIFICATIONS OF KEY PERSONNEL

1. Include Resumes of Key Personnel to be assigned to the Project. Resumes should include any and all culinary and dietary staff as well as delivery drivers, (and other key personnel) to be assigned or available to provide quality control over the project, such as chefs, dieticians and nutritionists, and levels of certification/education [e.g., Sous Chef, Culinary Educator, Registered Dietician, Nutritionist, Licensed Dietician, and memberships in professional associations such as American Culinary Federation (ACF) and Culinary Institute of America (CIA).]

_____Please check if response is included as a separate document.

(Name of Firm Submitting Bid)

Item 9

TASTE TEST

Quality: Samples, of proposed daily meals to be served at centers throughout the contract, may be requested for evaluation and must be provided at the date, time and location to be determined and specified by the City and billed to the City of San Antonio with a net 30 day payment term. Failure to provide samples shall eliminate bidders from bid consideration. On the basis of a preliminary evaluation and the scoring criteria set forth in Section II of this Invitation for Bids, bidders will be short listed. Short listed Bidders may be asked to prepare, deliver and serve up to 400 pre-packaged meals for an evaluation prior to award at a time to be determined. Bidders selected in the Short List to provide sample meals will be provided with not less than five calendar days notice of the location, date and time that sample meals must be served. Bidders selected in the Short List to provide sample meals are required to furnish the City, immediately upon request, a copy of the Bidder's current insurance certificate. The City shall reimburse Bidders the amount indicated on Item 9 **up to \$4.00** per meal for sample meals.

Contractor shall dress in non-identifying clothing for the taste test in order to maintain a level of fairness to all vendors.

Short Listed Bidders that do not have a kitchen facility in San Antonio may utilize a City kitchen facility through a day license agreement for a fee of \$50.00 per day. There are two (2) City kitchen facilities available on a first come-first-serve basis. City requires not less than 72 hours notice for use of a City kitchen facility, and execution of the license agreement hereto as Attachment X.

Please check here if your firm would like to utilize a City kitchen facility. _____

The number of meals to be provided for the samples is subject to change. Therefore, unit price shall govern. Please provide unit price for these meals.

Up to 400 sample meals: \$_____per meal

Below is a possible menu for the sample meals. Please make your bid based on this menu using portions indicated.

MENU 1

6 oz. Meatballs in Marinara
2 oz. Spaghetti with sauce
4 oz. French cut green beans
1/2 cup Garden Salad with tomatoes and low fat dressing
4 oz. Mixed Fruit
Dinner Roll

6oz. paper cups with choice of sweet or unsweet iced tea

Party packs (prepackaged eating utensils including napkins, salt and pepper) for each sample meal

(Name of Firm Submitting Bid)

Item 10
PRICE SCHEDULE

Complete the pricing schedule on the next page using the following instructions:

Pricing is for all meals (daily meals, emergency meals, special function meals, spare meals, etc). Pricing is not incremental, nor tiered. For instance, if bidder #1 bids \$1 per meal for 3500-3599 price category and the City were to order 3550 meals, that price (\$1) will be for 3550 meals including bulk and prepackaged for a total payment of \$3,550. Please complete all pricing categories up to your firm's capacity. The City will reimburse Successful Bidder on a fixed unit rate basis for meals prepared and delivered as described in this contract at the fixed unit rate price specified below for the zones and time periods as indicted.

Please state your firms maximum capacity / maximum number of meals that your firm can prepare daily = _____

(Name of Firm Submitting Bid)
Item 10 (continued)

Number of meals/day	Year 1* Price per meal	Year 2 (10/1/06-9/30/07) Price per meal	Year 3 (10/1/07-9/30/08) Price per meal	Year 4 (10/1/08- 9/30/09) Price per meal
2000-2099				
2100-2199				
2200-2299				
2300-2399				
2400-2499				
2500-2599				
2600-2699				
2700-2799				
2800-2899				
2900-2999				
3000-3099				
3100-3199				
3200-3299				
3300-3399				
3400-3499				
3500-3599				
3600-3699				
3700-3799				
3800-3899				
3900-3999				
4000-4099				
4100-4199				
4200-4299				
4300-4399				
4400-4499				
5000-5099				
5100-5199				
5200-5299				
5300-5399				

* Note: Year 1 begins not less than 90 days after award by City Council, and terminates September 30, 2006.

Therefore, Year 1 may be for a period that exceeds 12 months. Renewal terms shall each be for a 12 month period

Pricing for any 90 day extension period authorized pursuant to Section III(A)(3) shall be the same as the period immediately preceding the extension.

Price Scoring *Example*

There is a total of 20 points available for pricing. The bidder with the lowest price per meal will receive the maximum points available – 20 points. All other bidders will be scored utilizing a sliding scale based on the low bid with each \$0.01 increase in price resulting in a 0.5 decrease in score. **The following chart, assuming a low bid of \$1.72 per meal, is provided as an example.**

Price per meal (assuming low bid of all bidders is \$1.72)	Points Awarded	Price per meal (assuming low bid of all bidders is \$1.72)	Points Awarded
\$1.72	20	\$1.93	9.5
\$1.73	19.5	\$1.94	9
\$1.74	19	\$1.95	8.5
\$1.75	18.5	\$1.96	8
\$1.76	18	\$1.97	7.5
\$1.77	17.5	\$1.98	7
\$1.78	17	\$1.99	6.5
\$1.79	16.5	\$2.00	6
\$1.80	16	\$2.01	5.5
\$1.81	15.5	\$2.02	5
\$1.82	15	\$2.03	4.5
\$1.83	14.5	\$2.04	4
\$1.84	14	\$2.05	3.5
\$1.85	13.5	\$2.06	3
\$1.86	13	\$2.07	2.5
\$1.87	12.5	\$2.08	2
\$1.88	12	\$2.09	1.5
\$1.89	11.5	\$2.10	1
\$1.90	11	\$2.11	.5
\$1.91	10.5	\$2.12 or above	0
\$1.92	10		

GOOD FAITH EFFORT PLAN

PROJECT NAME: _____

- [illegible]

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE s.

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

Item 11 (Instructions)**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)****1. Small Business Participation**

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. DEFINITIONS related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	15%
WBE	10%
AABE	3%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	33%
WBE	10%	13%
AABE	3%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company

D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	45.5%
WBE	10%	13%
AABE	3%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

4. **Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3915 or FAX: (210) 207-8151.

(Name of Firm Submitting Bid)

Item 12

BID BOND REQUIREMENT

Bidders are required to provide a bid bond executed by a surety acceptable to the City who is licensed pursuant to the Texas Insurance Code in the amount of 5% of the proposed contract amount along with the bid.

STATEMENT RELATED TO PERFORMANCE BOND REQUIREMENT

Provide a statement marked Item 12 and signed by an authorized officer of the Bidder's company which unequivocally states that the Bidder, if he/she/it is conditionally awarded the Contract, will deliver to the City, a Performance Bond in an amount of \$650,000.00 no later than **ten (10) days from request**. This statement must acknowledge Bidder's understanding that the City ordinance, which authorizes the Contract, will be conditioned on the delivery of said Performance Bond to the City. Failure to provide such Bond within the ten (10) calendar days following the date of the ordinance may render null and void the City's award of the Contract to the Bidder.

Item 13

**City of San Antonio
Discretionary Contracts Disclosure***

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

*** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.**

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Item 14**LITIGATION DISCLOSURE**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

LIST OF ATTACHMENTS

Attachment I	-	List of Senior Nutrition Centers
Attachment II	-	Meal Delivery Sites and Addresses
Attachment III	-	Bulk Meal Sites
Attachment IV	-	Pre-packaged Meal Sites
Attachment V	-	Sample 4-Week Menu
Attachment VI	-	Emergency Meal Item Suggestions
Attachment VII	-	Breakfast Menu
Attachment VIII	-	Sack Lunch Menu
Attachment IX	-	Official City Holiday Listing
Attachment X	-	License Agreement for Use of City Kitchen Facility

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK'S OFFICE
BID NO. A879-05
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK'S OFFICE
BID NO. A879-05
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO PREPARE AND DELIVER MEALS FOR Comprehensive Nutrition
Project (CNP)"
BIDS TO BE OPENED: 2:00 P.M., DECEMBER 3, 2004
BID NO. A879-05

REMARKS: